

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist
(Prices Shown Herein Are Net (discount deducted))

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is:
<http://www.GSAAdvantage.gov>.

FSC GROUP 36, PART IV: **Document Management Products, Systems, Services and Solutions**

SPECIAL ITEM NUMBER: **51-504b – Records Management Services**
51-507 – Destruction Services

CONTRACT NUMBER: **GS-25F-0066M**

CONTRACT PERIOD: **October 1, 2006 through September 30, 2011**

CONTRACTOR: **Iron Mountain Information Management, Inc.**
745 Atlantic Avenue
Boston, MA 02111
Telephone: (617) 535-8427
Facsimile: (617) 695-1838
Internet Address: <http://www.ironmountain.com>
Large Business

CONTRACT ADMINISTRATION: **Ms. Caren Rempelakis**
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Pricelist current through Modification No. 13, dated February 21, 2008.



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SECTION 1 – CUSTOMER INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

- 1a. AWARDED SPECIAL
ITEM NUMBERS: 51-504b – Records Management Services
51-507 – Destruction Services
- 1b. LOWEST PRICED MODEL: Not Applicable
- 1c. HOURLY RATES: \$20.23 per hour to \$1,496.25 per day for Records Management
(see pages 8-10 of this Pricelist for details)

\$2.62 per minute for Onsite Destruction Services (see page 22 of
this Pricelist for details)
2. MAXIMUM ORDER: Except as otherwise provided in the contract, the total dollar value
per order placed shall not exceed \$1,000,000 for Special Item
Numbers (SIN) 51-504b or 51-507. Orders in excess of the
foregoing limits may be accepted pursuant to clause I-FSS-125
("Requirements Exceeding The Maximum Order") of the contract.
3. MINIMUM ORDER: None
4. GEOGRAPHIC COVERAGE: 48 contiguous States, the District of Columbia, Puerto Rico
5. POINT(S) OF PRODUCTION: Not applicable
6. NET PRICES: The prices in this Pricelist reflect net, and all discounts have been
deducted.
7. QUANTITY DISCOUNTS: None
8. PROMPT PAYMENT: No additional discount offered.
9. Government Purchase Cards (MasterCard and Visa) are accepted for purchases above or below
the micropurchase threshold.
10. FOREIGN ITEMS: None.
- 11a. TIME OF DELIVERY: Next Day.
- 11b. Expedited delivery is not available.
- 11c. Overnight and 2-day delivery are not available.
- 11d. Urgent requirements (i.e., four-hour rush) are available. Please contact the local Iron Mountain
office to request this service (open market item).
12. F.O.B. POINT: Not Applicable.
- 13a. ORDERING ADDRESS: All Services
-



Mr. Christopher R. Smith
Director, Program Management - Government Services
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Telephone: +1 (703) 779-2214
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- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
14. PAYMENT ADDRESSES: For Records Management, Digital Archives and Destruction Services payment shall be sent to the remittance address as noted on the applicable invoice.
15. WARRANTY: The warranty applicable to each type of service provided under this Pricelist is stated in the Special Terms and Conditions applicable to each service as detailed in Section 2 (Listing of Products and Services) of this Pricelist.
16. LIST OF PARTICIPATING DEALERS: None.
17. DUNS NUMBER: 62-253-5417.
- 18a. CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Iron Mountain Information Management has registered in the Central Contractor Registration (CCR) Database.
- 18b. CAGE CODE: 1JBF9.



SECTION 2 – LISTING OF PRODUCTS AND SERVICES

This section of the Pricelist provides a listing of the Records Management, Digital Archives and Secure Shredding Services available from Iron Mountain Information Management, Inc., either directly or through its Iron Mountain Digital Archives and Iron Mountain Secure Shredding Divisions. Hard Copy and Off-Site Data Protection Services are available under the Records Management Service; Email, Imaging and Records and Statements Archiving Services are available under the Digital Archives Service; and Onsite and Offsite Regularly Scheduled or Special, On-call or Purge Services are available under the Secure Shredding Service. For all services, the net price to the Government for each service is reflected (i.e., the prices reflect all discounts).

Any questions regarding the services and prices included in this Pricelist should be referred to the following:

Mr. Christopher R. Smith
Director, Program Management – Government Services
Iron Mountain Government Services Incorporated
20110 Ashbrook Place, Suite 100
Ashburn, VA 20147
Tel: +1 (703) 779-2214
Fax: +1 (703) 738-7757
Email: federal@ironmountain.com
(Records Management, Off-Site Data Protection, Digital Archives and
Secure Shredding Services)

A. Records Management Services (Special Item No. 51-504b)

1. Hard Copy Services

- Services Overview: Iron Mountain offers customers full services for all facets of records storage, including retrieval, transportation and processing. The Company also designs and implements enterprise-wide records management programs encompassing policy, roll-out and records management systems. Iron Mountain's solution is cost effective and provides customers with quick and easy access to records in storage.

With a wide variety of cartons and supplies for all storage requirements, Iron Mountain offers assured quality, convenience and security to all customers.

- The following identifies the specific Iron Mountain Records Management Hard Copy Services and related prices available under this Pricelist.



CLIN	Task/Description	Unit	GSA Price/ Unit*
001	Add-Lots Use this service to add new cartons to storage	Each	\$1.04
002A	Pick-up within 50 mile radius Use this service to have the first cubic foot of material picked up from an address located within 50 miles of the Iron Mountain location where it is to be stored	1 st box	\$10.61
002B	Additional Pick-up within 50 mile radius Use this service in conjunction with CLIN #002A when more than one cubic foot of material is to be picked up from an address located within 50 miles of the Iron Mountain location where it is to be stored	Additional boxes	\$1.27
003	Pick-up beyond 50 mile radius Use this service when material is to be picked up from an address located beyond 50 miles of an Iron Mountain location	Each	\$5.19
004A	Monthly Storage of Paper	cubic foot	\$0.137
004B	Monthly Storage of magnetic media (e.g. 16mm Roll Film, 35mm Roll Film, Microfiche) in climate controlled environment using storage containers	cubic foot	\$1.16

* All prices are net cost to the Government Customer and include the 0.75% Industrial Funding Fee.

CLIN	Task/Description	Unit	GSA Price/ Unit
004C	Monthly Storage of Individual Magnetic Tapes or Cartridges:	reel	\$0.137
004D	Monthly Private Storage Space Dedicated, environmentally controlled storage space occupied by one client exclusively (minimum of 103 square feet). Not available in all locations.	Square Foot	\$5.74
004E	Monthly storage of classified paper records in a 36 CFR part 1228 subpart K storage facility.	Cubic Foot	\$.50

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CLIN	Task/Description	Unit	GSA Price/ Unit
	Not available in all Iron Mountain locations.		
004F	Monthly storage of unclassified paper records in a 36 CFR part 1228 subpart K storage facility. Not available in all Iron Mountain locations.	Cubic Foot	\$.25
005	Disposals Disposal (i.e. destruction) of material	Each	\$3.23
006A	Retrieval of Container Retrieval of container(s) scheduled for delivery on a next-day basis.	Each	\$2.77
006B	Retrieval of Folder Retrieval of file(s) scheduled for delivery on a next-day basis	Each	\$4.05
006C	Rush Retrieval of Container Rush Retrieval of container(s) scheduled for delivery on a same-day basis	Each	\$4.56
006D	Rush Retrieval of File Rush Retrieval of file(s) scheduled for delivery on a same-day basis	Each	\$6.43
007	Permanent Withdrawal Permanent Withdrawal of container	Each	\$4.57
008A	Delivery within 50 mile radius Use this service to have the first cubic foot of material delivered to an address located within 50 miles of the Iron Mountain location where it is stored	1 st box	\$11.69
008B	Additional Delivery within 50 mile radius Use this service in conjunction with CLIN #008A when more than one cubic foot of material is to be delivered to an address located within 50 miles of the Iron Mountain location where it is stored	Additional boxes	\$1.32
008C	Rush Delivery within 50 mile radius Use this service in conjunction with CLIN #006D when one cubic foot of material is to be delivered on a same-day basis to an address located within 50 miles of the Iron Mountain location where it is stored	1 st box	\$33.33
008D	Additional Rush Delivery within 50 mile radius Use this service in conjunction with CLIN	Additional boxes	\$2.61

CLIN	Task/Description	Unit	GSA Price/ Unit
	#006D and CLIN #008C when more than one cubic foot of material is to be delivered on a same-day basis to an address located within 50 miles of the Iron Mountain location where it is stored		
009	Shipping cost beyond 50 mile radius Use this service when material is to be delivered to an address located beyond 50 miles of the Iron Mountain location where it is stored.	Each	3 rd party cost + \$2.34 each
010A	Refile of Container Refile of container to shelved location	Each	\$2.76
010B	Refile of File Refile of file folder/item into a container	Each	\$4.05
011A	Photocopy Service Photocopy of pages contained in customer's material	page	\$0.11
011B	Roll Film Duplication Duplication of roll film container in customer's material	roll	\$11.67
011C	Microfiche Duplication Duplication of microfiche contained in customer's material.	fiche	\$1.12
012	Facsimile Services Facsimile of information container in customer inventory. CLIN to be used in conjunction with CLIN #006A	page	\$1.18
013	Monthly Storage of Palletized Material Material that is shrink-wrapped and palletized	cubic foot	\$0.137
014	Warehouse Clerk Individual(s) responsible for performing functions outside the normal contract as outlined in a special project scope of work statement	hour	\$21.04
015	Data Entry Specialist Individual(s) responsible for keying data outside the normal contract as outlined in a special project scope of work statement	hour	\$21.04
016	Emergency Services Individual(s) responsible for performing normal	hour	\$21.04

CLIN	Task/Description	Unit	GSA Price/ Unit
	duties after hours.		
017	Project Manager/Coordinator Supervisory level Individual(s) responsible for overseeing warehouse clerk(s) and data entry specialist(s) outside the normal contract as outlined in a special project scope of work statement	hour	\$24.81
018	Records Analyst Individual(s) responsible for providing analytical assistant outside the normal contract as outlined in a special project scope of work statement	hour	\$36.41
019	Data Conversion Specialist Individual(s) responsible for developing and implementing data conversions outside the normal contract as outlined in a special project scope of work statement	hour	\$70.02
020	Site Preparation Coordinator Individual(s) responsible for planning the orderly transfer of material from a third-party location to an Iron Mountain facility outside the normal contract as outlined in a special project scope of work statement	hour	\$50.48
021	Senior Consultant/Engagement Manager Individual(s) responsible for overall engagement management, including strategy and planning. Primary duties include: Project scope generation, quality assurance, budget management, and management of engagement team. This CLIN can only be used within an approved consulting scope of work statement.	day	\$1,556.10
022	Project Manager Individual(s) responsible for the timely completion of engagement deliverables (milestones). Primary duties include: Project management and planning, status communication, quality assurance and management of staff consultants. This CLIN can only be used within an approved consulting scope of work statement.	day	\$985.54
023	Staff Consultant Individual(s) responsible for the completion of	day	\$829.92

CLIN	Task/Description	Unit	GSA Price/ Unit
	project tasks. Receiving direction from project managers, the primary duties include the development of project deliverables, communication pieces, and client training. This CLIN can only be used within an approved consulting scope of work statement.		
024	Systems Analyst/Programmer Individual(s) responsible for the generation of an engagement's technical specifications and methodologies. Primary duties include: System design, testing, and integration; data conversion and technical specification development; and programming support. This CLIN can only be used within an approved consulting scope of work statement.	day	\$829.92
027	Legal Research Staff Staff members merge legal and regulatory research with retention schedules. Primary duties include legal and regulatory database maintenance, report generation, and quality assurance. This CLIN can only be used within an approved consulting scope of work statement.	day	\$829.92

1. Off-Site Data Protection Services (Special Item No. 51-504b)

- Services Overview: Iron Mountain's off-site data protection services provide secure, protected transport and off-site vaulting of backup tapes, managed continuous online data backup, recovery and off-premises vaulting for Windows NT and Windows 2000 servers, disaster recovery planning, testing, consultation and more.

For organizations that place a high value on disaster recovery services, Iron Mountain's off-site data protection services solution ensures that data is safe and securely vaulted off premises. Customers have fast emergency data retrieval support when, and wherever, it is needed.

- The following identifies the specific Iron Mountain Records Management Off-Site Data Protection Services and related prices available under this Pricelist.

CLIN	Task/Description	Unit	GSA Price/ Unit
028	Regular transportation Use this service for regularly scheduled pick-up and delivery to or from client data center within 50 miles of an IMOSDP facility	Per trip	\$22.83
028a	Long distance transportation Use this service in addition to CLIN #028, #039, #040 and #041 when the client data center is greater than 50 miles from an IMOSDP facility on a normal Iron Mountain service route.	Per mile	\$.53
029	Tape slotting Use this service for the vault storage, security and protection of all individual pieces of media	Per slot monthly	\$.24
030	Tape handling Use this service for the labor involved in pulling individually slotted media going back to client data center and for distributing individually slotted media coming from the client data center	Per tape handled	\$.10 \$29.93 per month minimum when this service is utilized
031	Containers (20 capacity or small) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in small size containers	Per container monthly	\$8.82
032	Containers (40 capacity or medium) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in medium size containers	Per container monthly	\$10.89
033	Containers (60 capacity or large) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in large size containers	Per container monthly	\$21.79
034	Container handling Use this service for the labor involved in pulling containerized media going back to client data center and for distributing containerized media coming from the client data center	Per container handled	No charge
035	Transport containers	Per container	\$5.19

CLIN	Task/Description	Unit	GSA Price/ Unit
	Use this service for containers utilized when transporting individually slotted media to and from the client data center	monthly	
036	Transport carts (480 capacity) Use this service for carts utilized when transporting extremely large quantities of individually slotted media to and from the client data center	Per cart monthly	\$93.37
037	Administrative fee Use this service for all administrative functions involved in managing the client account including security authorization management	Per month	\$14.01
038	Technology fee Use this service for enhanced tape management via hardware / software at client site (i.e. -- Media Link, SecureSync, MMCS)	Per month	\$186.73 **SecureSync is provided at no additional cost
039	Unscheduled delivery Use this service to request an emergency media return within 24 hours	Per request	\$42.02
040	Emergency delivery Use this service to request an emergency media return within 4 hours	Per request	\$84.03
041	Critical delivery Use this service to request an emergency media return within 2 hours	Per request	\$116.71
042	Sub-account transportation Use this service as a substitute for CLIN #1 when the client data center is located in the same building and serviced on the same day and time as an existing agency account	Per trip	\$9.34

3. Special Terms and Conditions Applicable To Records Management Services

- a. **Operational Procedures.** Upon written notice, the Customer shall comply with Iron Mountain's reasonable



operational requirements, as modified from time to time, regarding containers, delivery/pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer shall pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.

- b. Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with Customer's efforts to quash or limit any subpoena.
- c. Warranty.** The liability of Iron Mountain to the Customer for any loss(es) or damage(s), caused by Iron Mountain's negligence, shall be limited to actual damages not to exceed \$1.00 per cubic foot of records stored, or with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes, or other non-paper media stored, the value of such stored items is limited to the cost of replacing the physical media. If Customer intends to store material in excess of these limits, additional insurance must be provided by Customer. Without limiting the foregoing, Iron Mountain shall not be liable for any damages due to vermin, gradual deterioration, acts of God or the public enemy, labor disputes, riots, fire, or any cause beyond its control. Any claim against Iron Mountain must be made in writing and delivered to Iron Mountain by registered mail not later than thirty (30) days after return of Deposits to Customer.
- d. Restrictions On Stored Material; Customer Premises.** Customer shall not store with Iron Mountain any material that is highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All Customer's premises where Iron Mountain's employees perform services or make



deliveries shall be free of hazardous substances and any other hazardous or dangerous conditions.

B. Digital Archives Services (Special Item No. 51-504b)

1. Services Overview

Iron Mountain Digital Archives is a highly scalable, hosted digital document archive service designed for secure, low-cost, long-term storage and retrieval of important electronic documents such as scanned images, computer generated **statements**, reports, statements and e-mail.

Iron Mountain Digital Archives' web-based service consolidates electronic documents from various host systems into an Internet-accessible archive where they can be easily indexed, archived, managed and retrieved. Secure, permissions-based functionality includes primary index and text search, document retrieval, document viewing, document annotation, PCL printing, document downloading and saving, **document faxing** and document e-mailing.

Iron Mountain Digital Archive security paradigms include user ID and password and 128-bit Secure Socket Layer, SSL encryption to ensure document protection. As an outsourced service, Iron Mountain Digital Archives helps government agencies quickly implement document archival solutions by eliminating upfront capital costs, software purchases, complex system administration **and system maintenance**, development, training and the difficulties associated with storage capacity forecasting including software and media obsolescence. Agencies pay for only what they need, for as long as they need it.

Typical uses for Iron Mountain Digital Archives hosted archival service include Computer Output Microfiche, COM replacement, greenbar print replacement, vital records archive and e-mail archive for litigation/discovery support. Our fully documented API/**Web Services** lets customers link their archived documents to customer facing applications such as Internet portal applications, internal customer software packages, etc.

Iron Mountain Digital Archives' pay-as-you-go service does not require the installation of any hardware or software within



your organization. The Iron Mountain Digital Archives is a totally web-based service, that users access using standard browsers over the Internet. Documents are hosted in our secure facilities in Pennsylvania. Our unique data center has a single entrance with armed guards and is operational 24 hours a day, seven days a week, 365 days per year.

2. The following identifies the specific Digital Archives Services and related prices available under this Pricelist.

Service Description	GSA Price*
Email Archiving Setup	\$214.09 per hour
Image Archiving Setup	\$214.09 per hour
E-statement Archiving Setup	\$214.09 per hour
Project Management	\$214.09 per hour
Customized Reporting	\$128.46 per hour
Document De-conversion	\$128.46 per hour
Copying of Files	\$107.05 per hour plus materials
Migration Due to Destruction Postponement	\$107.05 per hour
Training**	\$1284.56 per day, or \$171.28 per hour, plus travel expenses
Consulting	\$256.91 per hour
Destruction By Shredding of WORM Media	\$4.28 per tape

* Prices are net cost to Government Customer and reflect a 15% discount plus the 0.75% Industrial Funding Fee.

** One on-line training session for the Government Customer's administrator is included in the Setup fee. Additional training will be provided at Iron Mountain in Boston, Massachusetts or at the Customer's location at the prices specified. Travel expenses will be reimbursed in accordance with the Customer's travel policy(ies).

(See next page for storage and retrieval fees for Email Archiving, Image Archiving and **Computer Output** Archiving Services.)



Email Archive Services (Quantity of One)

PLATINUM SERVICE LEVEL (Response time: Immediate)	
Storage Type	Data maintained on spinning disks on a storage drive
Storage Fees	\$20.75/GB/month (For Quantity of One)
Retrieval Fees*	None
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and archived messages
GOLD SERVICE LEVEL (Response time: Less than 5 minutes)	
Storage Type	WORM Tape in automatic silo
Storage Fees	\$8.56/GB/month (For Quantity of One)
Retrieval Fees*	None
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and archived messages
SILVER SERVICE LEVEL (Response time: Next Business Day)	
Storage Type	WORM Tape in racks
Storage Fees	\$5.14/GB/month (For Quantity of One)
Retrieval Fees*	\$0.051 per message
Availability	7-days/week x 24-hrs/day x 365-days/year for index search
	5-days/week (M-F, excluding holidays) x 12-hrs/day for archived messages
FULL TEXT INDEXING (Response time: Immediate)	
Storage Type	Data maintained on spinning disks on a storage drive
Storage Fees	\$7.71/GB/month (For Quantity of One)
Retrieval Fees*	None
Availability	7-days/week x 24-hrs/day x 365-days/year for index search

* A retrieval is defined as accessing the details of a message (including either the "body text" or an attachment).

Image Archive Services (Quantity of One)

PLATINUM SERVICE LEVEL (Response time: Immediate)	
Storage Type	Data maintained on spinning disks on a storage drive
Storage Fees	\$20.75/GB/month (For Quantity of One)
Retrieval Fees*	No Charge
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and imaged documents
GOLD SERVICE LEVEL (Response time: Less than 5 minutes)	
Storage Type	Tape or Optical Disk in automatic silo
Storage Fees	\$8.56/GB/month (For Quantity of One)
Retrieval Fees*	No Charge
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and imaged documents
SILVER SERVICE LEVEL (Response time: Next Business Day)	
Storage Type	Tape or Optical Disks in racks
Storage Fees	\$5.14/GB/month (For Quantity of One)
Retrieval Fees*	\$0.051 per document
Availability	7-days/week x 24-hrs/day x 365-days/year for index search
	5-days/week (M-F, excluding holidays) x 12-hrs/day for imaged documents
FULL TEXT INDEXING (Response time: Immediate)	
Storage Type	Metadata maintained on spinning disks on a storage drive
Storage Fees	\$7.71/GB/month (For Quantity of One)
Retrieval Fees*	No Charge
Availability	7-days/week x 24-hrs/day x 365-days/year For index search

* A retrieval is defined as accessing one document consisting of one (1) or many pages.



Computer Output Archive Services (Quantity of One)

PLATINUM SERVICE LEVEL (Response time: Immediate)	
Storage Type	Data maintained on spinning disks on a storage drive
Storage Fees	\$29.12/GB/month (For Quantity of One)
Retrieval Fees*	No Charge
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and imaged documents
GOLD SERVICE LEVEL (Response time: Less than 5 minutes)	
Storage Type	Tape or Optical Disk in automatic silo
Storage Fees	\$8.56/GB/month (For Quantity of One)
Retrieval Fees*	No Charge
Availability	7-days/week x 24-hrs/day x 365-days/year for index search and imaged documents
SILVER SERVICE LEVEL (Response time: Next Business Day)	
Storage Type	Tape or Optical Disks in racks
Storage Fees	\$5.14/GB/month (For Quantity of One)
Retrieval Fees*	\$0.051 per document
Availability	7-days/week x 24-hrs/day x 365-days/year for index search
	5-days/week (M-F, excluding holidays) x 12-hrs/day for imaged documents
FULL TEXT INDEXING (Response time: Immediate)	
Storage Type	Metadata maintained on spinning disks on a storage drive
Storage Fees	\$7.71/GB/month (For Quantity of One)
Retrieval Fees*	No Charge

* A retrieval is defined as accessing one document consisting of one (1) or many pages.

3. Special Terms and Conditions Applicable To Digital Archives Services

a. **Commencement of Services.** Iron Mountain will provide Digital Archives Services commencing on the date when Customer has installed any necessary software or hardware in Customer's electronic data and communications systems and established appropriate communications facilities to deliver Customer's electronic records to Iron Mountain.

b. **Type of Electronic Records Stored.**

(1) For electronic storage of email or **computer output** (both transmitted by Customer and received by Customer), Customer shall be responsible for classifying email or **computer output** and assigning retention periods to classes of email/**computer output** transmitted to Iron Mountain. Customer email or **computer output** received by Iron Mountain are referred to as "Customer Data". The following features apply to the Email and **Computer Output** Archiving Services:



- (a) An index of all items of Customer Data received by Iron Mountain, with searchable fields including to/from/subject/ date/bc/bcc, will be created.
 - (b) An auditable trail of system actions to verify the integrity of Customer Data will be provided.
 - (c) Customer Data may be searched and retrieved by customer through secure web interface.
 - (d) Customer Data may be printed or downloaded to Customer's local storage device.
- (2) For electronic storage of images that have been recorded in an electronic format (Image Archiving Service), the following features apply:
- (a) File formats archived will include a TIFF, PDF, and/or TXT.
 - (b) An index of all records submitted to the Image Archives, searchable through index values will be created.
 - (c) An auditable and searchable audit trail of system actions to verify the integrity of archived records will be provided.
 - (d) Imaged documents may be annotated and annotations preserved as part of the archived image metadata.
 - (e) Imaged documents may be migrated from one service level to another, depending on Customer requirements.
 - (f) Imaged documents and associated metadata may be destroyed according to retention policies established by Customer.
 - (g) Access to Customer's stored records can be accomplished through a secure Internet-connected desktop computer using Microsoft Internet Explorer version 5.5 or higher.
 - (h) All electronic information is accessed over a secure socket layer ("SSL") connection.



- (i) Archived electronic records can be searched and retrieved by Customer through a web interface, located electronic records can be printed, emailed or downloaded to Customer's local storage.

c. Storage Format.

- (1) Iron Mountain will store Customer Data as Iron Mountain and Customer agree. Customer Data will be stored on standard magnetic tape or Write Once, Read Many, WORM tape (except for that portion stored at Service Level 1, which will be maintained on spinning disks).
- (2) Imaged documents will be formatted in a Group IV TIFF or PDF format as generated during the scanning process or as defined by the Customer's requirements.

d. Implementation Responsibilities. Iron Mountain and Customer will mutually develop a detailed implementation plan within 10 business days after the receipt of any Order. This plan will identify the responsibilities and requirements of both parties prior to commencement of the Digital Archives Services. Customer will also identify its key contact assigned the responsibility for implementing the service.

e. Access to Customer Data. Customer shall be responsible for assigning usernames and passwords for all Customer personnel authorized to access Customer Data ("Authorized Users"). Iron Mountain will have no obligation to provide Digital Archives Services requested by an Authorized User until it has been notified of such Authorized User's username and password, nor will it have any liability for providing Archives Services to an Authorized User or former Authorized User whose access privileges have been terminated by Customer unless and until it has been notified in writing of the termination of such Authorized User's access privileges.

f. Security. The Digital Archives Services shall be provided from service centers or facilities designated by Iron Mountain (collectively, the "Service Centers"). Iron



Mountain shall maintain and enforce at the Service Centers safety, electronic and physical security procedures that are commensurate with industry standards. In addition, Iron Mountain shall cause interfaces between any servers used in providing the Digital Archives Services and the internet to include firewalls or other online security infrastructure commensurate with industry standards to protect against unauthorized access and disclosure.

g. Service Level Warranty.

- (1) Iron Mountain will cause the Services to be operative not less than 99.0% of the time, excluding maintenance and upkeep time of five (5) hours per month, which will be scheduled outside normal business hours, to the extent possible.
- (2) In the event that Customer experiences Down Time in excess of that described in (c) below, Iron Mountain will, upon Customer's written request, issue credits to Customer's account as described below. The credits shall be as follows:
 - For the first event of Down Time in any calendar year, no credit shall be provided.
 - For the second event of Down Time in any calendar year, Iron Mountain shall credit the Customer with one-sixtieth of the Archiving Fee charged for the immediately preceding month (half-day credit).
 - For the third and each subsequent event of Down Time in any calendar year, Iron Mountain shall credit the Customer with one-thirtieth of the Archiving Fee charged for the immediately preceding month (full-day credit).
- (3) Down Time: "Down Time" shall mean any network event resulting in time during which Customer cannot access the Archiving Service for a period in excess of thirty (30) minutes, provided that Down Time shall not include any periods during which Customer cannot access the Archiving Service due to (i) factors outside Iron Mountain's reasonable control; or (ii) the results of any action or inaction of Customer, its employees,

or authorized Customer users, or any third parties; or (iii) Customer's, Customer's employees, or authorized users' equipment or telecommunications facilities, and/or third party equipment or intercommunication facilities that are not within the sole control of Iron Mountain. Down Time is measured from the time of Customer notification of the condition (or, if earlier, the time of detection by Iron Mountain) to the time the condition is corrected.

- (4) Notwithstanding the foregoing, Iron Mountain shall have the right, in the event of a national security risk event or disaster affecting internet security infrastructure, such as firewalls or other online security systems, to temporarily suspend access from customers. During any such suspension, Iron Mountain will use commercially reasonable best practices to ensure the integrity of Customer Data. Such suspensions will only be in effect during and no longer than a period equal to the time necessary to eliminate risk to Iron Mountain and Customer Data. Any such suspension will not constitute Down Time for purposes of this Service Level Warranty.

h. Support Services. Iron Mountain will provide support for the Archiving Services as follows:

- (1) **During Business Hours:** Iron Mountain will provide Customer with technical advice and support of Customer's use of the Archiving Services, including Help Desk Support, assistance with any new releases and upgrades installed by Iron Mountain, and any supplemental training services as reasonably requested by Customer.
- (2) **Outside of Business Hours:** Outside of Business Hours, calls will be handled by operators who will ask questions on the nature of the problem in order to direct the call to the appropriate engineer. Callers should be prepared with a telephone number where they may be reached for call back, as well as any relevant technical information. A support engineer will be allocated to the call and will respond to the emergency.

- i. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with Customer's efforts to quash or limit any subpoena.
- j. **Limitation of Liability.**
 - 1. EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL IRON MOUNTAIN BE LIABLE: (A) FOR LOST PROFITS OR SAVINGS, BUSINESS OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE PROVISION OF DIGITAL ARCHIVES SERVICES UNDER THIS PRICELIST, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, OR (B) FOR DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNT OF THE AMOUNT PAID BY CUSTOMER FOR DIGITAL ARCHIVES SERVICES IN RESPECT OF THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
 - 2. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IRON MOUNTAIN SHALL HAVE NO LIABILITY IN THE EVENT OF LOSS OR DESTRUCTION OF, OR DAMAGE TO, DATA OR DOCUMENTS STORED IN THE DIGITAL ARCHIVES UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION IS CAUSED BY IRON MOUNTAIN'S NEGLIGENCE. IN THE EVENT IRON MOUNTAIN IS SO LIABLE FOR LOSS, DESTRUCTION OR DAMAGE, THE AMOUNT OF ITS LIABILITY SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS PRICELIST FOR SERVICES IN RESPECT OF THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- k. **Limitation on Customer Rights in Processes, Technology.** By obtaining Digital Archives Services under this Pricelist, Customer does not obtain any ownership rights in such Services, the technology used to provide such Services, any "metadata" or indices created by Iron Mountain in connection with the performance of such Services, any documentation related to such Services, or any processes used by Iron Mountain to provide such Services, all of which shall be the exclusive property of Iron Mountain.



C. Secure Shredding Services (Special Item No. 51-507)

1. Services Overview

Iron Mountain's Secure Shredding Services provide a cost-effective, comprehensive and managed program for the secure and confidential shredding of information, regardless of media or format. Both Regularly Scheduled and Special, On-call or Purge Services are offered on an offsite or onsite basis. Offsite shredding is performed at Iron Mountain's secure facilities after the material is picked up at and transported from the customer's location. Whether the material is stapled, clipped or bound, or is plastic (e.g., microfiche, tapes) Iron Mountain can shred virtually any material in any format. Onsite shredding is performed in Iron Mountain's state-of-the-art mobile shredding vehicles at the customer's site(s), thus accommodating the customer who wants to witness the destruction of their materials or does not want undestroyed materials to leave their premises.

Iron Mountain also offers customized solutions for customers with unique requirements. Iron Mountain's extensive background in all areas of secure destruction enables us to tailor a solution to suit the customer's requirements, providing expertise in the areas of legal compliance, security procedures, liability exposure, destruction plans, site analysis, management reporting and more.

2. The following identifies the specific Secure Shredding Services and related prices available under this Pricelist:

Regularly Scheduled Service		GSA Price**
Offsite:		
	1 container	\$25.10 per visit
	2 – 4 containers	\$10.00 per container per visit
	5 – 9 containers	\$10.00 per container per visit
	10 – 19 containers	\$10.00 per container per visit
	20+ containers	\$10.00 per container per visit
Onsite:		

*

The quantity measure "container" includes either a security console or 65 gallon cart container.

**

Prices are net cost to the Government customer and include the 0.75% Industrial Funding Fee. The net total monthly cost to the Government Customer will depend on the number of containers, number of visits per month, quantity of materials involved, and time (for Onsite Special Services only).



	1 container	\$30.00 per visit
	2 – 4 containers	\$12.00 per container per visit
	5 – 9 containers	\$12.00 per container per visit
	10 – 19 containers	\$12.00 per container per visit
	20+ containers	\$12.00 per container per visit
Special Services		
Offsite:		
	Paper	\$0.08 per pound
	Approved Plastic Media	\$0.40 per pound
	Minimum Service Charge	\$25.00 per visit***
Onsite (Per Pound):		
	Paper	\$8.06 per pound
	Minimum Service Charge	\$30.00 per visit***
Onsite (Per Minute):		
	Per minute	\$2.64
	Minimum Service Charge	\$30.31 per visit***

3. Special Terms and Conditions Applicable To Secure Shredding Services (SIN 51-507)

- a. **Operational Procedures:** Upon written notice, the Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time-to-time, regarding container, pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one-hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay provided that Iron Mountain shall have advised Customer thereof in advance.
- b. **Authorization; Customer Instructions:** Deposits may be disposed of pursuant to direction of Customer's authorized officials. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order disposal of Customer's Deposits. Such orders may

The \$45.34 and \$50.38 Minimum Service Charges for Special Services apply only when the Government Customer provides five (5) or more business days notice of the required service. The Minimum Service Charge when less than 5 business days notice is provided must be negotiated case-by-case.



be given in person, by telephone or in writing (fax electronically, or hard-copy).

- c. **Ownership Warranty:** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to direct their disposition in accordance with the terms of this Pricelist.
- d. **Restrictions on Stored Material; Customer Premises:** Customer shall not deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All Customer's premises where Iron Mountain's employees perform services hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.
- e. **Government Orders:** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with Customer's efforts to quash or limit any subpoena.
- f. **Liability With Respect to Non-Storage Services:** With respect to Secure Shredding services which do not involve the storage of Deposits, Iron Mountain's maximum liability for any loss or default shall be: (1) if such loss or default relates to a discrete project, the total fees paid by Customer to Iron Mountain for such project; or (2) if such loss or default arises from services that are of an ongoing and continuing nature, the total amount of fees paid by Customer to Iron Mountain for the performance of such services during the immediately preceding six-month period. With respect to Secure Shredding services, Iron Mountain shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure shredding unless the release or loss is due to Iron Mountain's negligence or willful misconduct. In no event shall Iron Mountain be liable for any consequential, incidental, special or punitive damages in connection with the provision of Secure Shredding services, regardless of



whether an action is brought in tort, contract or any other theory.

D. Open Shelf and X-Ray on Demand (XOD) Services (Special Item No. 51-504)

1. Services Overview

OPEN SHELF SERVICE

Iron Mountain's experienced staff and secure facilities make off-site storage and management of your records a cost-effective and easy choice. We provide a seamless extension to your existing file room operations, eliminating the challenge of managing thousands of patient files.

Iron Mountain's solution provides the following:

- Unlimited open shelf capacity to store your purged patient files
- Regularly scheduled pick-ups and deliveries – as well as on-demand deliveries
- Indexing and storage in terminal digit sequence that mirrors your filing system
- 24/7 web-based access to your patient records
- Local, secure facilities

In addition, we can store and manage a broad range of media, including medical files, radiology films, cine films, pathology slides, paraffin blocks and fetal monitor strips, as well as human resources and other administrative records.

X-RAY ON DEMAND SERVICE

X-ray on Demand (XOD) service is a fast, efficient and highly cost-effective solution for customers who need periodic access to select radiology studies and films. With XOD, radiology films are scanned and images are sent electronically to your PACS or Quality Control Station.

2. The following identifies the specific OPEN SHELF and X-Ray On Demand Services and related prices available under this Pricelist:

Bill Code	Bill Code Desc - English	Generic Description	Unit of Issue	GSA Price (with 75% IFF)	Country of Origin	Warranty
1121	OPEN SHELF RETRIEVAL	OPEN SHELF RETRIEVAL - The act of physically locating and pulling a file from an open shelf storage location in an Iron Mountain facility within our standard delivery options.	File	\$ 1.25	USA	N/A



Bill Code	Bill Code Desc - English	Generic Description	Unit of Issue	GSA Price (with 75% IFF)	Country of Origin	Warranty
1141	OPEN SHELF RUSH RETRIEVAL	OPEN SHELF RUSH RETRIEVAL - The act of physically locating and pulling a file from an open shelf storage location in an Iron Mountain facility on a same day basis outside of our standard delivery options.	File	\$ 2.50	USA	N/A
1161	OPEN SHELF REFILE	OPEN SHELF REFILE - A file, previously retrieved by the Customer, which is returned to storage.	File	\$ 1.25	USA	N/A
1190	OPEN SHELF INTERFILE	OPEN SHELF INTERFILE - A file, not previously retrieved by the Customer, which is added to storage.	File	\$ 1.25	USA	N/A
1191	OPEN SHELF DROP FILING	OPEN SHELF DROP FILING - Pages added to a previously existing file.	Page	\$ 1.25	USA	N/A
1329	OPEN SHELF DESTRUCTION-SHRED	OPEN SHELF DESTRUCTION-SHRED - The removal of identified items from storage via supervised shredding, Rendering those materials beyond reconstruction.	File	\$ 0.50	USA	N/A
1333	OPEN SHELF PERMANENT WITHDRAWAL	OPEN SHELF PERMANENT WITHDRAWAL - The removal of a file from storage that will not be returning to storage.	File	\$ 0.50	USA	N/A
1340	OPEN SHELF INDIVIDUAL LISTING - IM	OPEN SHELF INDIVIDUAL LISTING - IM - The per file charge for data entry of file descriptions. (Limit 3 lines of information)	File	\$ 0.30	USA	N/A
1850	OPEN SHELF RECEIVING & ENTRY	OPEN SHELF RECEIVING & ENTRY - The charge applied when a new linear foot is sent to storage for the first time.	LF	\$ 3.00	USA	N/A
1861	STG LF PW'D,MEDICAL	STG LF PW'D,MEDICAL - Storage of Linear Feet Permanently Withdrawn	LF	\$ 0.26	USA	N/A
1862	STG LF PW'D, LEGAL	STG LF PW'D, LEGAL - Storage of Linear Feet Permanently Withdrawn	LF	\$ 0.26	USA	N/A
1863	STG LF PW'D, X-RAY	STG LF PW'D, X-RAY - Storage of Linear Feet Permanently Withdrawn	LF	\$ 0.39	USA	N/A
1864	STG LF PW'D	STG LF PW'D - Storage of Linear Feet Permanently Withdrawn	LF	\$ 0.26	USA	N/A
1871	STG LF DEST,MEDICAL	STG LF DEST,MEDICAL - Storage of Linear Feet Destroyed	LF	\$ 0.26	USA	N/A
1872	STG LF DEST, LEGAL	STG LF DEST, LEGAL - Storage of Linear Feet Destroyed	LF	\$ 0.26	USA	N/A
1873	STG LF DEST, X-RAY	STG LF DEST, X-RAY - Storage of Linear Feet Destroyed	LF	\$ 0.39	USA	N/A
1874	STG LF DEST	STG LF DEST - Storage of Linear Feet Destroyed	LF	\$ 0.26	USA	N/A
1881	STORAGE LF NEW, MED	STORAGE LF NEW, MED - Storage of New Linear Feet	LF	\$ 0.26	USA	N/A
1882	STG LF NEW, LEGAL	STG LF NEW, LEGAL - Storage of New Linear Feet	LF	\$ 0.26	USA	N/A
1883	STG LF NEW, X-RAY	STG LF NEW, X-RAY - Storage of New Linear Feet	LF	\$ 0.39	USA	N/A
1884	STORAGE LF NEW	STORAGE LF NEW - Storage of New Linear Feet	LF	\$ 0.26	USA	N/A
1891	STORAGE LF, MEDICAL	STORAGE LF, MEDICAL - Storage of Linear Feet	LF	\$ 0.26	USA	N/A
1892	STORAGE LF, LEGAL	STORAGE LF, LEGAL - Storage of Linear Feet	LF	\$ 0.26	USA	N/A
1893	STORAGE LF, X-RAY	STORAGE LF, X-RAY - Storage of Linear Feet	LF	\$ 0.39	USA	N/A

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<u>Bill Code</u> 1894	<u>Bill Code Desc - English</u> STORAGE LF	<u>Generic Description</u> STORAGE LF - Storage of Linear Feet	<u>Unit of Issue</u> LF	<u>GSA Price (with.75% IFF)</u> \$ 0.26	<u>Country of Origin</u> USA	<u>Warranty</u> N/A
Tier 1	XOD-S-T1	X-Ray On Demand - 0 to 100 Studies per day	Month	\$ 4,055.79	USA	N/A
Tier 2	XOD-S-T2	X-Ray On Demand - 101 to 200 Studies per day	Month	\$ 8,804.20	USA	N/A
Tier 3	XOD-S-T3	X-Ray On Demand - 201-300 Studies per Day	Month	\$ 12,013.79	USA	N/A
201	Digital Image Scanned	Image On Demand – Digitized Paper	Page	\$ 0.25	USA	N/A



3. Special Terms and Conditions Applicable To Digital Archives Services (see Records Management Terms as well).

a. **Commencement of Services.** Iron Mountain will provide Digital Archives Services commencing on the date when Customer has installed any necessary software or hardware in Customer's electronic data and communications systems and established appropriate communications facilities to deliver Customer's electronic records to Iron Mountain.

b. **Type of Electronic Records Stored.**

(1) For electronic storage of email or **computer output** (both transmitted by Customer and received by Customer), Customer shall be responsible for classifying email or **computer output** and assigning retention periods to classes of email/**computer output** transmitted to Iron Mountain. Customer email or **computer output** received by Iron Mountain are referred to as "Customer Data". The following features apply to the Email and **Computer Output** Archiving Services:

- (a) An index of all items of Customer Data received by Iron Mountain, with searchable fields including to/from/subject/ date/bc/bcc, will be created.
- (b) An auditable trail of system actions to verify the integrity of Customer Data will be provided.
- (c) Customer Data may be searched and retrieved by customer through secure web interface.
- (d) Customer Data may be printed or downloaded to Customer's local storage device.

(2) For electronic storage of images that have been recorded in an electronic format (Image Archiving Service), the following features apply:

- (a) File formats archived will include a TIFF, PDF, and/or TXT.
- (b) An index of all records submitted to the Image Archives, searchable through index values will be created.

- (c) An auditable and searchable audit trail of system actions to verify the integrity of archived records will be provided.
- (d) Imaged documents may be annotated and annotations preserved as part of the archived image metadata.
- (e) Imaged documents may be migrated from one service level to another, depending on Customer requirements.
- (f) Imaged documents and associated metadata may be destroyed according to retention policies established by Customer.
- (g) Access to Customer's stored records can be accomplished through a secure Internet-connected desktop computer using Microsoft Internet Explorer version 5.5 or higher.
- (h) All electronic information is accessed over a secure socket layer ("SSL") connection.
- (i) Archived electronic records can be searched and retrieved by Customer through a web interface, located electronic records can be printed, emailed or downloaded to Customer's local storage.

c. Storage Format.

- (1) Iron Mountain will store Customer Data as Iron Mountain and Customer agree. Customer Data will be stored on standard magnetic tape or Write Once, Read Many, WORM tape (except for that portion stored at Service Level 1, which will be maintained on spinning disks).
- (2) Imaged documents will be formatted in a Group IV TIFF or PDF format as generated during the scanning process or as defined by the Customer's requirements.

d. Implementation Responsibilities. Iron Mountain and Customer will mutually develop a detailed implementation plan within 10 business days after the receipt of any Order. This plan will identify the responsibilities and



requirements of both parties prior to commencement of the Digital Archives Services. Customer will also identify its key contact assigned the responsibility for implementing the service.

- e. Access to Customer Data.** Customer shall be responsible for assigning usernames and passwords for all Customer personnel authorized to access Customer Data ("Authorized Users"). Iron Mountain will have no obligation to provide Digital Archives Services requested by an Authorized User until it has been notified of such Authorized User's username and password, nor will it have any liability for providing Archives Services to an Authorized User or former Authorized User whose access privileges have been terminated by Customer unless and until it has been notified in writing of the termination of such Authorized User's access privileges.
- f. Security.** The Digital Archives Services shall be provided from service centers or facilities designated by Iron Mountain (collectively, the "Service Centers"). Iron Mountain shall maintain and enforce at the Service Centers safety, electronic and physical security procedures that are commensurate with industry standards. In addition, Iron Mountain shall cause interfaces between any servers used in providing the Digital Archives Services and the internet to include firewalls or other online security infrastructure commensurate with industry standards to protect against unauthorized access and disclosure.
- g. Service Level Warranty.**

 - (1) Iron Mountain will cause the Services to be operative not less than 99.0% of the time, excluding maintenance and upkeep time of five (5) hours per month, which will be scheduled outside normal business hours, to the extent possible.
 - (2) In the event that Customer experiences Down Time in excess of that described in (c) below, Iron Mountain will, upon Customer's written request, issue credits to Customer's account as described below. The credits shall be as follows:

- For the first event of Down Time in any calendar year, no credit shall be provided.
- For the second event of Down Time in any calendar year, Iron Mountain shall credit the Customer with one-sixtieth of the Archiving Fee charged for the immediately preceding month (half-day credit).
- For the third and each subsequent event of Down Time in any calendar year, Iron Mountain shall credit the Customer with one-thirtieth of the Archiving Fee charged for the immediately preceding month (full-day credit).

(3) Down Time: "Down Time" shall mean any network event resulting in time during which Customer cannot access the Archiving Service for a period in excess of thirty (30) minutes, provided that Down Time shall not include any periods during which Customer cannot access the Archiving Service due to (i) factors outside Iron Mountain's reasonable control; or (ii) the results of any action or inaction of Customer, its employees, or authorized Customer users, or any third parties; or (iii) Customer's, Customer's employees, or authorized users' equipment or telecommunications facilities, and/or third party equipment or intercommunication facilities that are not within the sole control of Iron Mountain. Down Time is measured from the time of Customer notification of the condition (or, if earlier, the time of detection by Iron Mountain) to the time the condition is corrected.

(4) Notwithstanding the foregoing, Iron Mountain shall have the right, in the event of a national security risk event or disaster affecting internet security infrastructure, such as firewalls or other online security systems, to temporarily suspend access from customers. During any such suspension, Iron Mountain will use commercially reasonable best practices to ensure the integrity of Customer Data. Such suspensions will only be in effect during and no longer than a period equal to the time necessary to eliminate risk to Iron Mountain and Customer Data. Any such suspension will not constitute Down Time for purposes of this Service Level Warranty.

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- (1) **During Business Hours:** Iron Mountain will provide Customer with technical advice and support of Customer's use of the Archiving Services, including Help Desk Support, assistance with any new releases and upgrades installed by Iron Mountain, and any supplemental training services as reasonably requested by Customer.
 - (2) **Outside of Business Hours:** Outside of Business Hours, calls will be handled by operators who will ask questions on the nature of the problem in order to direct the call to the appropriate engineer. Callers should be prepared with a telephone number where they may be reached for call back, as well as any relevant technical information. A support engineer will be allocated to the call and will respond to the emergency.
- i. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with Customer's efforts to quash or limit any subpoena.
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 1. EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL IRON MOUNTAIN BE LIABLE: (A) FOR LOST PROFITS OR SAVINGS, BUSINESS OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE PROVISION OF DIGITAL ARCHIVES SERVICES UNDER THIS PRICELIST, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, OR (B) FOR DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNT OF THE AMOUNT PAID BY CUSTOMER FOR DIGITAL ARCHIVES SERVICES IN RESPECT OF THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
 2. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IRON MOUNTAIN SHALL HAVE NO LIABILITY IN THE EVENT OF LOSS OR DESTRUCTION OF, OR DAMAGE TO, DATA OR DOCUMENTS STORED IN THE DIGITAL ARCHIVES UNLESS SUCH LOSS, DAMAGE OR



DESTRUCTION IS CAUSED BY IRON MOUNTAIN'S NEGLIGENCE. IN THE EVENT IRON MOUNTAIN IS SO LIABLE FOR LOSS, DESTRUCTION OR DAMAGE, THE AMOUNT OF ITS LIABILITY SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS PRICELIST FOR SERVICES IN RESPECT OF THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- k. **Limitation on Customer Rights in Processes, Technology.** By obtaining Digital Archives Services under this Pricelist, Customer does not obtain any ownership rights in such Services, the technology used to provide such Services, any "metadata" or indices created by Iron Mountain in connection with the performance of such Services, any documentation related to such Services, or any processes used by Iron Mountain to provide such Services, all of which shall be the exclusive property of Iron Mountain.

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